

EXHIBIT A

JF
OK

Hi Omar,

This agreement defines terms for additional consulting by Steven J. Frisch ("Frisch"), with a general scope of work that is related to Likopedia, LLC's ("Liker") funding, covering the period of time that commenced on December 8, 2019 and through December 31, 2020.

This agreement, all terms herein, as well as any and all other agreements between Liker and Frisch, transfer to any and all successor entities and/or any and all new entities established with the same basic nature of Liker, taking particular note that Liker is currently a LLC and it is contemplated that a new entity will be formed using a different corporate formation structure.

COMPENSATION

Equity

Liker will award Frisch preferred equity in an amount equal to 4.7% (four and seven tenths percent) of Liker on a fully diluted basis within 30 (thirty) days of executing this agreement.

Cash Consulting Fees

Liker will pay Frisch a consulting fee of \$7,500 (seven thousand and five hundred dollars) per day for each calendar day where Frisch performs work for Liker

Payment by Liker to Frisch for consulting services will be made on or before the seventh day of each calendar month for work performed in the prior calendar month, except that all cash consulting fees will be deferred until at least \$500,000 (five hundred thousand dollars) in funding is raised by the Company, at which point all deferred cash consulting fees will be paid to Frisch by Liker within seven calendar days of such funding.

Travel and Expenses

Travel and expenses ("T&E") are not deferred will be paid by Liker to Frisch as follows:

- For each domestic flight by Frisch related to work for Liker: \$1,000 (one thousand dollars);
- For each international flight by Frisch related to work for Liker: \$1,500 (one thousand and five hundred dollars);
- For expenses incurred each calendar day where Frisch performs work for Liker outside of Manhattan and for each travel day related to such work: \$350 (three hundred and fifty dollars).

A retainer for T&E expenses will be maintained such that when the amount of the T&E retainer falls below \$4,500 (four thousand and five hundred dollars), Liker will pay an additional retainer in the amount of \$9,000 (nine thousand dollars) within five business days.

Payments by Liker to Frisch will be made by wire transfer to the following account or to a different account if specified by Frisch in writing:

Account Number: 8093993767
Name on Account: STEVEN J FRISCH
Routing Number: 121000248
Bank Name: Wells Fargo Bank
Bank Address: 420 Montgomery Street, San Francisco, CA 94104

POSITION

Once Directors & Officers Insurance (D&O Insurance) of a type providing comprehensive coverage is in place by Liker, with the coverage amount no less than \$2,500,000.00 and including coverage for attorney fees and all other costs, Frisch will assume a seat on Liker's Board of Directors with no additional equity or cash compensation, for an appointment ending December 31, 2021, which may be extended by mutual agreement.

A substantively comparable D&O Insurance policy must be in effect at all times when Frisch is on the Board of Directors and any lapse in coverage automatically terminates Frisch's Board seat and thus any and all fiduciary obligations going forward.

ASSIGNMENT OF WORK-PRODUCT

All work-product produced by Frisch for Liker during this engagement, upon full payment by Liker of all cash consulting fees, equity, and T&E to Frisch as defined herein, will become the sole property of Liker. Until such time as Liker fulfills its obligations to Frisch by fully paying all cash consulting fees, equity, and T&E, Frisch retains full and complete ownership of all work-product, but assigns exclusive use rights to Liker unless Liker defaults or is delinquent in meeting its obligations as defined herein, in which case all rights granted to Liker are immediately suspended.

INDEMNIFICATION AND OTHER TERMS

Liker indemnifies Frisch for any and all prior and future work for Liker performed by Frisch.

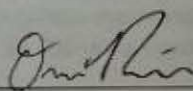
Furthermore, Liker accepts full responsible for any and all costs incurred by Frisch that might arise from and/or out of Frisch's relationship with Liker, including but not limited to any and all taxes and any and all other costs incurred by Frisch, including but not limited to those associated with the grant of equity to Frisch as well as any and all fees, penalties, fines, judgments, settlements, etc. that might occur.

No warranties whatsoever are made by Frisch, including but not limited to successful funding, valuation of Liker, quality of work-product produced by Frisch, etc. All work by Frisch is provided on an as-is basis and Liker represents that this agreement and the terms herein are agreed to based solely on Liker's evaluation of Frisch's work-product for Liker to date. No promises or warranties of quality of future work-product or outcomes are provided by Frisch.

This agreement represents the entirety of the agreement between Liker and Frisch, and this agreement supersedes any and all prior agreements.

This agreement will be governed by the laws of New York State and if any provisions of this agreement are invalidated the remainder of this agreement will remain in force.

Agreed by:



Omar Rivero, CEO Likeopedia, LLC
On January 6th, 2020



Jeffrey J. Frisch